

VOTE TABULATION SYSTEM CONTRACT
(Unisyn Voting Solutions Precinct Based System)

This contract, entered into by and between
HARPER COUNTY, KANSAS

A body corporate and politic,
Hereafter called "the County"

And

HENRY M. ADKINS & SON, INC.
Hereafter called "Adkins"

Witnesseth:

WHEREAS, the County has need for vote tabulation systems equipment, hardware and software, and training and technical support services, to the county election office as the election authority for Harper County; and

WHEREAS, The County has met all of the prescribed rules for requesting or soliciting bids or proposals, accepting bids or proposals and entering into contracts provided for by the State of Kansas; and

WHEREAS, Adkins is willing to deliver the equipment to the County, and provide the necessary services to the County, and

Now, therefore, it is agreed between the parties as follows:

1. Adkins shall provide all equipment, hardware, software, training, and services to the Harper County Clerk's Office that is set out in the proposal "Exhibit A" attached to this Contract and incorporated by reference herein.
2. The group purchase plan entitles all counties included to a 27.5% discount for eight counties purchasing. The maximum amount due Adkins under this contract shall be \$36,781.00.
3. Adkins shall receive the currently owned county ballot tabulation equipment complete with all peripheral items such as ballot boxes, memory cards, cables, documentation and any other items that might be essential for the operation of the system.
4. Adkins understands and expressly agrees that the County has not made any type of payment for said equipment nor will the County be required to submit any payment other than that amount as set forth in "Exhibit A" for the equipment to be provided by Adkins under this contract.
5. Adkins covenants that it is possessed of the necessary qualifications and experience to train and support the personnel necessary to operate the equipment, hardware, and software specified in the proposal marked "Exhibit A" attached hereto and incorporated by reference herein.
6. Adkins will warrant, repair, and if necessary replace the equipment, hardware, and software specified in the proposal marked "Exhibit A" for one year after installation date.

7. Neither party may assign any of its rights or duties under this Contract without first obtaining the written permission of the other party.
8. This Contract shall constitute the entire Contract between the parties. This Contract may not be altered, amended, modified, or supplemented, except in writing signed by both parties. All notices given pursuant to this Contract shall be in writing, and shall be delivered to the other party by hand, or by delivery to such party's regular business address by certified mail (return receipt requested).
9. The terms of this Contract shall not be affected by or interpreted according to any custom, industry or business practice, or course of dealing, whether between the parties, between or among party, other persons or entities, or between or among other persons or entities.
10. The terms of this Contract shall be governed by the laws in the State of Kansas; United States of America on the day the last party executes this Contract.
11. All litigation regarding this Contract shall be taken in the court having appropriate jurisdiction in the State of Kansas, United States of America.
12. In case this Contract, or any one or more of the provisions hereof, shall be held to be invalid, illegal, or unenforceable within any governmental jurisdiction or subdivision thereof, the Contract or any such provision or provisions shall not as a consequence thereof be deemed to be invalid, illegal or unenforceable in any other governmental jurisdiction of subdivision thereof. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any other respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Contract, but this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained therein, and there shall be deemed substituted such other provision as shall most nearly accomplish the intent of the parties to the extent permitted by applicable law.

This contract was approved by Harper County, a body corporate and politic, by its governing body at a meeting held on the _____ day of _____, 2016, authorizing its County Commissioners to execute this Contract.

Henry M. Adkins and Son, Inc:

Harper County:

Dustin Vanderburg, Vice President

Authorized Signature

Authorized Signature

Attest:

Authorized Signature